

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding twenty-four month term and supply contracts with three twelve month options to extend, for the furnishing of paint and painting supplies for use by various County departments to Sherwin Williams of Kansas City, MO, and PPG Architectural Finishes under the terms and conditions of Invitation to Bid No. 84-17.

**RESOLUTION NO. 19689**, January 16, 2018

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 84-17, for the furnishing of paint and painting supplies for use by various County departments; and,

WHEREAS, a total of twenty-nine bid notifications were distributed and four responses were received, from the following:

**Bidder**

Sherwin Williams  
Kansas City (Jackson County), MO

PPG Architectural Finishes, Inc.  
Kansas City (Jackson County), MO

Davis Paints  
North Kansas City, MO

Spectrum Paint  
Kansas City, MO

WHEREAS, following evaluation of the bids submitted, the Director of Finance and Purchasing recommends the contract be divided and awarded to Sherwin Williams of Kansas City, MO, and PPG Architectural Finishes, Inc. of Kansas City, Mo, under the

terms and conditions of Invitation to Bid No. 84-17, as the two lowest and best bidders, to best meet the needs of the using departments and to ensure the ready availability of all required materials, as set forth in the attached recapitulation and analysis; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award and any necessary extensions; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, to the extent sufficient appropriations to the using spending agencies have been made in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19689 of January 16, 2018, was duly passed on \_\_\_\_\_, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

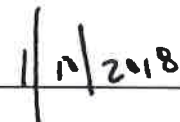
Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19689

Sponsor(s): Greg Grounds

Date: January 16, 2018

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract with Three Twelve Month Options to Extend, for the furnishing of Paint and Paint Supplies for use by the Facilities Management Department (includes Department of Corrections Facilities) and Parks + Rec to PPG Architectural Finishes, Inc. of Kansas City, MO and The Sherwin Williams Company of Kansas City, MO under the terms and conditions of Invitation to Bid 84-17.</u></p>																																																
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <table style="width:100%;"> <tr> <td style="width:60%;">Facilities Management (includes DOC)</td> <td style="text-align: right;">\$150,000.00</td> </tr> <tr> <td>Parks + Rec</td> <td style="text-align: right;">\$ 25,500.00</td> </tr> </table> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Facilities Management (includes DOC)	\$150,000.00	Parks + Rec	\$ 25,500.00																																		
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<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):  Prior resolutions and (date): 18278 (October 21, 2013), 17661 (September 12, 2011)</p>																																																
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Katie Bartle, Senior Buyer, 816-881-3465</p>																																																
<b>REQUEST SUMMARY</b>	<p>The Facilities Management Division (includes Department of Corrections) and Parks + Rec require a Term and Supply Contract for the furnishing of Paint and Paint Supplies. The Purchasing Department issued Invitation to Bid 84-17 in response to those requirements.</p> <p>A total of twenty-nine notifications were distributed and four bids were received and evaluated as follows:</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:45%;">Item</th> <th style="width:10%;">Unit of Measure</th> <th style="width:10%;">Sherwin Williams</th> <th style="width:10%;">PPG Architectural Finishes</th> <th style="width:10%;">Davis Paint</th> <th style="width:10%;">Spectrum Paint</th> </tr> </thead> <tbody> <tr> <td>Acrylic Latex Paint, Exterior Wood, Flat Sheen, Better Quality</td> <td>5 Gallon Pail</td> <td>\$76.95</td> <td>\$75.00</td> <td>\$79.25</td> <td>\$90.50</td> </tr> <tr> <td>100% Acrylic Latex Primer, Best Quality, Exterior Wood</td> <td>1 Gallon</td> <td>\$30.95</td> <td>\$17.99</td> <td>\$21.40</td> <td>\$20.00</td> </tr> <tr> <td>Paint Thinner, Mineral Spirits</td> <td>1 Gallon</td> <td>\$7.25</td> <td>\$6.99</td> <td>\$7.99</td> <td>\$6.95</td> </tr> <tr> <td>Paint Thinner, Mineral Spirits</td> <td>2 ½ Gallon Pail</td> <td>\$18.13</td> <td>\$16.99</td> <td>\$17.45</td> <td>\$17.95</td> </tr> <tr> <td>Paint Thinner, Mineral Spirits</td> <td>5 Gallon Pail</td> <td>\$37.50</td> <td>\$34.99</td> <td>\$34.90</td> <td>\$39.95</td> </tr> <tr> <td>Lacquer Thinner</td> <td>1 Gallon</td> <td>\$10.00</td> <td>\$9.50</td> <td>\$9.60</td> <td>\$10.49</td> </tr> <tr> <td>Lacquer Thinner</td> <td>5 Gallon Pail</td> <td>\$40.00</td> <td>\$36.00</td> <td>\$67.43</td> <td>\$39.95</td> </tr> </tbody> </table>	Item	Unit of Measure	Sherwin Williams	PPG Architectural Finishes	Davis Paint	Spectrum Paint	Acrylic Latex Paint, Exterior Wood, Flat Sheen, Better Quality	5 Gallon Pail	\$76.95	\$75.00	\$79.25	\$90.50	100% Acrylic Latex Primer, Best Quality, Exterior Wood	1 Gallon	\$30.95	\$17.99	\$21.40	\$20.00	Paint Thinner, Mineral Spirits	1 Gallon	\$7.25	\$6.99	\$7.99	\$6.95	Paint Thinner, Mineral Spirits	2 ½ Gallon Pail	\$18.13	\$16.99	\$17.45	\$17.95	Paint Thinner, Mineral Spirits	5 Gallon Pail	\$37.50	\$34.99	\$34.90	\$39.95	Lacquer Thinner	1 Gallon	\$10.00	\$9.50	\$9.60	\$10.49	Lacquer Thinner	5 Gallon Pail	\$40.00	\$36.00	\$67.43	\$39.95
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Item	Unit of Measure	Sherwin Williams	PPG Architectural Finishes	Davis Paint	Spectrum Paint
Oil Base Interior Enamel Semi-Gloss	1 Gallon	\$19.20	\$20.95	\$19.75	\$27.85
Latex Eggshell (Pro-Mar 200) Wall Paint	1 Gallon	\$19.35	\$12.95	\$15.72	\$15.28
Latex Eggshell (Pro-Mar 200) Wall Paint	5 Gallon Pail	\$91.75	\$64.75	\$78.60	\$76.40
Latex Flat (Pro-Mar 200) Wall Paint	1 Gallon	\$10.99	\$12.95	\$14.82	\$12.10
Latex Flat (Pro-Mar 200) Wall Paint	5 Gallon Pail	\$54.95	\$64.75	\$74.10	\$60.50
Semi-Gloss Polyurethane, Clear Wood Finish	1 Gallon	\$31.99	\$26.95	\$38.44	\$35.95
Oil Base Stain Killer, Kilz or Better	1 Gallon	\$18.01	\$15.95	\$15.59	\$20.80
Oil Base Stain Killer, Kilz or Better	5 Gallon Pail	\$90.05	\$79.75	\$85.37	\$101.40
Oil Base Stain Killer, Kilz or Better, Spray Can	Case	\$21.84 \$3.64 ea	\$47.88 \$3.99 ea	\$29.88 \$4.98 ea	\$3.85 ea
Ultra Lite Drywall Compound	5 Gallon Pail	\$16.00	\$15.50	No Bid	\$13.40
OSHA Safety Yellow, High Gloss Oil	1 Gallon	\$26.50	\$24.95	\$23.75	\$32.70
OSHA Safety Yellow, High Gloss Oil	5 Gallon Pail	\$132.50	\$124.75	\$118.75	\$163.50
Ceiling Paint, Latex, Flat, White	1 Gallon	\$10.99	\$7.95	\$10.41	\$11.75
Ceiling Paint, Latex, Flat, White	5 Gallon Pail	\$54.95	\$39.75	\$52.05	\$55.75
Denatured Alcohol	1 Gallon	\$9.00	\$8.95	\$7.99	\$8.20
Quick Dry Oil Enamel with Rust Protection, Flat Black	1 Gallon	\$16.90	\$23.95	\$17.21	\$31.50
Oil Base Floor and Deck Enamel	1 Gallon	\$19.20	\$19.95	\$21.77	\$39.25
Discount off Manufacturer's Published Price List		20%	25% Paints 20% Supplies	Varies	30%
Up-Charge for Deep Tones and Accents		None	None	None	\$1.00/Gal

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twenty-Four Month Term and Supply Contract with Three Twelve Month Options to Extend, for the furnishing of Paint and Paint Supplies for use by the Facilities Management Division (includes Department of Corrections Facilities) and Parks + Rec to PPG Architectural Finishes, Inc., of Kansas City, MO and The Sherwin Williams Company of Kansas City, MO as the best bids received.

The split award will allow Parks + Rec to take advantage of the lowest prices provided by PPG Architectural Finishes, Inc., of Kansas City, MO. Facilities Management Division (including Department of Corrections Facilities) requires the color matching capabilities of The Sherwin Williams Company, of Kansas City, MO.

This award is made on an "as needed" basis and does not obligate Jackson County, Missouri to pay any specific amount. The availability of funds for specific purchases is subject to annual approval.

**CLEARANCE**

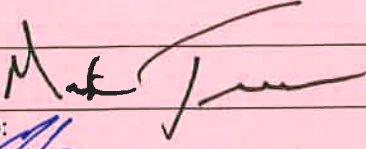
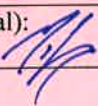
- Tax Clearance Completed (Purchasing & Department) N/A
- Business License Verified (Purchasing & Department) N/A
- Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

**COMPLIANCE**

- MBE Goals
- WBE Goals      No Goals Assigned
- VBE Goals

**ATTACHMENTS**

Abstract of Bids, Award Recommendations from the Using Departments, and the pertinent pages of each vendor's bid documents.

REVIEW	Department Director: 	Date: 1/5/2018
	Finance (Budget Approval): <i>If applicable</i> 	Date: 1/8/18
	Division Manager:	Date:
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



## JACKSON COUNTY

### Parks + Rec.

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
www.jacksongov.org

*Administration  
Historic Sites  
Ranger Station  
Leisure Services  
(816) 503-4800  
Fax (816) 795-1234*

*Kemper Outdoor  
Education Center  
(816) 229-8980*

*Fred Arbanas  
Golf Course at  
Longview Lake  
(816) 761-9445*

*Blue Springs Marina  
(816) 795-1112*

*Jacomo Marina  
(816) 795-8888*

*Longview Marina  
(816) 966-0131*

*Special Population  
Services  
(816) 763-5130*

## MEMORANDUM

**TO:** Katie Bartle, Senior Buyer, Purchasing

**FROM:** Wayne Shipley, Park Supervisor

**DATE:** December 4, 2017

**SUBJECT:** T/S Contract No. 84-17 "Painting & Painting Supplies"

The Parks + Rec. Department recommendation is to award the contract to PPG Paints as the lowest and best bid.

Our **projected usage** during the next twelve months is \$25,500.

**300 – 1654 – 57340 - \$5,500**

**300 – 1682 – 57340 - \$1,500**

**003 – 1602 – 57340 - \$18,500**

*Frank White Jr., County Executive*





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JACKSON COUNTY DEPT. OF CORRECTIONS  
1300 CHERRY  
KANSAS CITY, MISSOURI 64106

TO: Katie Bartle, Senior Buyer  
FROM: Craig Mosher, Facility Administrator  
DATE: December 5, 2017  
RE: Paint and Supplies

The Department of Corrections recommends award of T&S 84-17: Paint and Paint Supplies to Sherwin Williams.

The Department of Corrections does not use all of the products in the bid. The ones mostly used are:

1. Oil based enamel
2. Latex flat white
3. Paint thinner
4. Lacquer thinner

The vendor with the lowest cost for these products is Sherwin Williams.

Samples of latex eggshell paint were obtained from each vendor. Coverage rates for all samples except Sherwin Williams indicated that applying additional paint to surfaces may be needed. One vendor recommended a two coat application. Sherwin Williams paint coats better, achieving a lower cost per gallon. This was documented in a 2013 email to Annessa Culbertson, then Senior Buyer, in the Purchasing Department. (See Attached)

Sherwin Williams has store locations that are centrally located to the KC metro area. This reducing time spent on acquiring supplies. The locality also cuts response time in case of emergencies.

Sherwin Williams provides excellent customer service. Their knowledge is invaluable when product questions arise and when different applications and advice is needed.

Department of Corrections currently uses Sherwin Williams. Color matching will be more difficult if another vendor is chosen. Although most vendors have color matching technology, the colors may not be the same. This plays an important role with touch up painting and trying to match surface colors.

After review, the Department of Corrections recommends Sherwin Williams for award.



**JACKSON COUNTY**  
**Facilities Management Division**

Res. 19689

Jackson County Courthouse  
415 East 12th Street, Third Floor Mezzanine  
Kansas City, Missouri 64106  
jacksongov.org

(816) 881-3258  
Fax: (816) 881-3583

**MEMORANDUM**

**From:** Joseph Tomlinson, Facilities Management Administrator

**To:** Katie Bartle, Senior Buyer, Purchasing Department

**Date:** 12/27/2017

**Subject:** Bid Evaluation 84-17, Paint and Paint Supply T&S Contract Recommendation

Katie,

This memorandum is being prepared and submitted in response to your request for feedback regarding the above contract being awarded by Jackson County for Paint and Paint Supply on a Term and Supply basis.

The Facilities Division would like to recommend moving forward with Sherwin Williams, a vendor who applied for this contract and subsequently returned a bid including a rapid turnaround time for availability of paint, as well as the ability to exactly match the entire Jackson County paint spectrum already in use. These factors are important when dealing with the standardization and quick turnaround needed for County construction and repair projects.

Thank you,

A handwritten signature in black ink, appearing to read "Joseph Tomlinson".

Joseph Tomlinson  
Facilities Management Administrator  
816.881.3748 (desk)  
816.217.9310 (mobile)

*Frank White, Jr., County Executive*

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**  
(Complete in full, Use attachments if necessary)

Name of Bidder: <i>The Sherwin-Williams Company</i>	
Address with Zip Code: <i>101 Prospect Ave NW, Cleveland, OH 44115</i>	
Federal Tax I.D. Number: <i>34-0526850</i>	
Check One: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
If SOLE PROPRIETORSHIP, state name, address and phone number of owner:	
<b>If CORPORATION:</b>	
Date of Incorporation: <i>July 16, 1884</i>	Name of State(s) in which incorporated: <i>Ohio</i>
President's Name: <i>John Morikis</i>	V.P. Name: <i>Allen Mistys</i>
Secretary's Name: <i>Mary Garceau</i>	Treasurer's Name: <i>Jeffrey Miklich</i>
<b>If PARTNERSHIP:</b>	
Is the Partnership:    General    Limited    Association    (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
<b>GENERAL INFORMATION:</b>	
Percent of work to be done under the proposed contract by your own staff: <i>Paint &amp; Related Product 100%</i>	
No. of Permanent Employees: <i>≈ 40,000</i>	Geographical Limits of Operation: <i>World wide</i>
No. of years in business: <i>150</i>	
Have you ever done business under a different name: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    (Check one)	
If Yes, give Name and Location:	
<i>Sherwin Williams and Company - Cleveland, OH</i>	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input checked="" type="checkbox"/> No    (Check one)	
If Yes, state where and why:	
<i>With over 4,000 stores and limited database No Confirm or deny</i>	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes  No  (Check one)

If Yes, Explain: *In the course of its business, The Shewin-Williams Company a Fortune 300 Company founded in 1866 with both domestic and foreign operations, is subject to a variety of claims & lawsuits. Litigation history from the multiple locations & operational groups is not centrally recorded and therefore not available. The Company defends these cases as they appear in the normal course of business.*

List Completed Contracts within the Past Three Years, Including Amount of Each:  
*Jackson County, MO Bid NO. 51-73*

List of Current Contracts, Including Amount of Each:  
*Several hundred.*

Customer Reference (state name, address, and phone number):  
*Jackson County, MO  
 415 East 12th Street  
 Kansas City, MO 64106 #816-881-3267*

List each subcontractor you plan to use if awarded the contract. If no, so state.

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
<i>None to be used.</i>			

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (if none, so state):  
*Company produces, transport & sells its own products (and some produced by other companies) in Corporate Stores. This allows for tight quality control and rapid customer service for products needed in a timely manner.*

- DBE STATUS / Indicate status claimed:
- 1. Minority Owned Business (MBE) YES  NO   
 African American  Latino  Native American  Asian  Pacific Islander
  - 2. Woman Owned Business (WBE) YES  NO
  - 3. Small Business YES  NO

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): *William H. Harris* Title: *Division Mgr Contract Services*  
 Signature: *William H. Harris* Date: *11/13/17*

7.0 QUOTATION

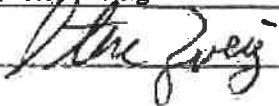
NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>High Volume Items</b>			
1.0	Acrylic Latex Paint, Exterior Wood, Flat Sheen, Better Quality	5 Gallon Pail	\$ 76.95 / 15.39
2.0	100% Acrylic Latex Primer, Best Quality, Exterior Wood B42	1 Gallon	\$ 30.95
3.0	Paint Thinner, Mineral Spirits 958-8393	1 Gallon	\$ 7.25
4.0	Paint Thinner, Mineral Spirits 160-0139	2 1/2 Gallon Pail	\$ 18.13
5.0	Paint Thinner, Mineral Spirits 154-2323	5 Gallon Pail	\$ 37.50
6.0	Lacquer Thinner 160-0204	1 Gallon	\$ 10.00
7.0	Lacquer Thinner 154-4709	5 Gallon Pail	\$ 40.00
8.0	Oil Base Interior Enamel Semi-Gloss B54	1 Gallon	\$ 19.20
9.0	Latex Eggshell (Pro-Mar 200) Wall Paint	1 Gallon	\$ 19.35
10.0	Latex Eggshell (Pro-Mar 200) Wall Paint	5 Gallon Pail	\$ 91.75
11.0	Latex Flat (Pro-Mar 200) Wall Paint	1 Gallon	\$ 10.99
12.0	Latex Flat (Pro-Mar 200) Wall Paint	5 Gallon Pail	\$ 54.95
13.0	Semi-Gloss Polyurethane, Clear Wood Finish 154-8890	1 Gallon	\$ 31.99
14.0	Oil Base Stain Killer, Kilz or Better	1 Gallon	\$ 18.01
15.0	Oil Base Stain Killer, Kilz or Better	5 Gallon Pail	\$ 90.05
16.0	Oil Base Stain Killer, Kilz or Better, Spray Can	Case	\$ 21.84 / 3.64 ea
17.0	Ultra Lite Drywall Compound 123-0044	5 Gallon Pail	\$ 16.00
18.0	OSHA Safety Yellow, High Gloss Oil B54Y37	1 Gallon	\$ 26.50
19.0	OSHA Safety Yellow, High Gloss Oil	5 Gallon Pail	\$ 132.50
20.0	Ceiling Paint, Latex, Flat, White	1 Gallon	\$ 10.99
21.0	Ceiling Paint, Latex, Flat, White	5 Gallon Pail	\$ 54.95
22.0	Denatured Alcohol 160-0220	1 Gallon	\$ 9.00
23.0	Quick Dry Oil Enamel with Rust Protection, Flat Black F77B2	1 Gallon	\$ 16.90
24.0	Oil Base Floor and Deck Enamel B54	1 Gallon	\$ 19.20
<b>SUB-TOTAL ITEMS 1-24</b>			\$ 865.25
<b>Miscellaneous Items and Catalog Orders</b>			
25.0	Discount off Manufacturer's Published Price List		
26.0	Up-Charge for Deep Tones and Accents, if any		\$ 20.0 %

SIGNATURE: <i>William H. Harris</i>	DATE: <i>11/13/17</i>
NAME (PRINT): <i>William H. Harris</i>	PHONE: <i>919 249 1206</i>
TITLE (PRINT): <i>Division Manager Contract Services</i>	CELL: <i>919 434 9832</i>
COMPANY NAME (PRINT): <i>The Sherwin-Williams Company</i>	FAX: <i>919 249 1235</i>
E-MAIL ADDRESS (PRINT): <i>bill.h.harris@sherwin.com</i>	
E-MAIL ADDRESS FOR PO'S (PRINT): <i>SW7320@sherwin.com</i>	
URL (PRINT): <i>www.sherwin-williams.com</i>	

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**  
 (Complete in full. Use attachments if necessary.)

Name of Bidder: PPG Architectural Finishes, Inc.	
Address with Zip Code: 400 Bertha Lamme Drive Cranberry Township, PA 16066	
Federal Tax I.D. Number: 25-1612585	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP, state name, address and phone number of owner:	
<b>IF CORPORATION:</b>	
Date of Incorporation: 1989	Name of State(s) in which incorporated: DE
President's Name: David Cole	Vice-President's Name: Donna Broome
Secretary's Name: Anne Foulkes	Treasurer's Name: Eric Thiele
<b>IF PARTNERSHIP:</b>	
Is the Partnership: General <input type="checkbox"/> Limited <input type="checkbox"/> Association <input type="checkbox"/> (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
<b>GENERAL INFORMATION:</b>	
Percent of work to be done under the proposed contract by your own staff: 100%	
No. of Permanent Employees: 4,500	Geographical Limits of Operation: Nationwide
No. of years in business: 134	
Have you ever done business under a different name: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Porter Paints Nationwide	
Glidden Professional Nationwide	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued**

Has Contractor ever been sued for breach of any contract? Yes      No <input checked="" type="checkbox"/> (Check one)			
If Yes, Explain:			
List Completed Contracts within the Past Three Years, Including Amount of Each:			
List of Current Contracts, Including Amount of Each:			
Customer Reference (state name, address, and phone number): State of Ohio 4200 Surface Road Columbus Ohio 43228 614-752-0012 State of Illinois 801 Stratton Office Blvd Springfield, IL 62706 217-782-8091 State of Indiana 402 W. Washington Street Indianapolis, In 46204 317-234-8758			
List each subcontractor you plan to use if awarded the contract. If no, so state.			
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
PPG is proud of our Minority Supplier Diversity Program. We will utilize all MBE indirectly in our manufacturing facilities			
State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):			
DBE STATUS Indicate status claimed:			
1. Minority Owned Business (MBE)      YES ___ NO <input checked="" type="checkbox"/>			
African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___			
2. Woman Owned Business (WBE)      YES ___ NO <input checked="" type="checkbox"/>			
3. Small Business      YES ___ NO <input checked="" type="checkbox"/>			
For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.			
Prepared by (print or type): Steve Zweig		Title: Segment Director	
Signature: 		Date: 4/3/17	

**7.0 QUOTATION**

NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>High Volume Items</b>			
1.0	Acrylic Latex Paint, Exterior Wood, Flat Sheen, Better Quality	5 Gallon Pail	\$ 75.00
2.0	100% Acrylic Latex Primer, Best Quality, Exterior Wood	1 Gallon	\$ 17.99
3.0	Paint Thinner, Mineral Spirits	1 Gallon	\$ 6.99
4.0	Paint Thinner, Mineral Spirits	2 1/2 Gallon Pail	\$ 16.99
5.0	Paint Thinner, Mineral Spirits	5 Gallon Pail	\$ 34.99
6.0	Lacquer Thinner	1 Gallon	\$ 9.50
7.0	Lacquer Thinner	5 Gallon Pail	\$ 36.00
8.0	Oil Base Interior Enamel Semi-Gloss	1 Gallon	\$ 20.95
9.0	Latex Eggshell (Pro-Mar 200) Wall Paint	1 Gallon	\$ 12.95
10.0	Latex Eggshell (Pro-Mar 200) Wall Paint	5 Gallon Pail	\$ 64.75
11.0	Latex Flat (Pro-Mar 200) Wall Paint	1 Gallon	\$ 10.95
12.0	Latex Flat (Pro-Mar 200) Wall Paint	5 Gallon Pail	\$ 54.75
13.0	Semi-Gloss Polyurethane, Clear Wood Finish	1 Gallon	\$ 26.95
14.0	Oil Base Stain Killer, Kilz or Better	1 Gallon	\$ 15.95
15.0	Oil Base Stain Killer, Kilz or Better	5 Gallon Pail	\$ 79.75
16.0	Oil Base Stain Killer, Kilz or Better, Spray Can	Case 3.99/ each	\$ 47.88
17.0	Ultra Lite Drywall Compound	5 Gallon Pail	\$ 15.50
18.0	OSHA Safety Yellow, High Gloss Oil	1 Gallon	\$ 24.95 <i>S/B #24.95</i>
19.0	OSHA Safety Yellow, High Gloss Oil	5 Gallon Pail	\$ 124.75 <i>S/B #124.75</i>
20.0	Ceiling Paint, Latex, Flat, White	1 Gallon	\$ 7.95 <i>S/B #7.95</i>
21.0	Ceiling Paint, Latex, Flat, White	5 Gallon Pail	\$ 39.75 <i>S/B #39.75</i>
22.0	Denatured Alcohol	1 Gallon	\$ 8.95 <i>S/B #8.95</i>
23.0	Quick Dry Oil Enamel with Rust Protection, Flat Black	1 Gallon	\$ 23.95 <i>S/B #23.95</i>
24.0	Oil Base Floor and Deck Enamel	1 Gallon	\$ 19.95 <i>S/B #19.95</i>
<b>SUB-TOTAL ITEMS 1-24</b>			<b>\$ 798.09</b>
<b>Miscellaneous Items and Catalog Orders</b>			
25.0	Discount off Manufacturer's Published Price List	23% off Paints /20% off supplies%	
26.0	Up-Charge for Deep Tones and Accents, if any		\$ 0

SIGNATURE: <i>Steve Zweig</i>	DATE: <i>11/3/17</i>
NAME (PRINT): Steve Zweig	PHONE: 910-515-0538
TITLE (PRINT): Segment Director	CELL: 910-515-0538
COMPANY NAME (PRINT) PPG Architectural Finishes, Inc.	FAX: 855-292-6543
E-MAIL ADDRESS (PRINT) <i>goltz@ppg.com</i>	
E-MAIL ADDRESS FOR PO'S (PRINT) <i>paf9858@ppg.com</i>	
URL (PRINT): <i>www.ppgpaints.com</i>	



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the operation of water sports entertainment park for use by the Parks + Rec Department to Rowdy Ribbits, LLC, of Savannah, MO, as a sole source purchase, for a concessions fee payable to the County.

**RESOLUTION NO. 19690**, January 16, 2018

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department desires to provide a water sports park at the Longview Lake Beach; and,

WHEREAS, the Wibits Water Park system contains a series of air inflatables designed to create a water-based family entertainment center; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract to Rowdy Ribbits, LLC, of Savannah, MO, for the operation of the Wibits Water Park for use by the Parks + Rec Department, for a concessions fee payable to the County; and,

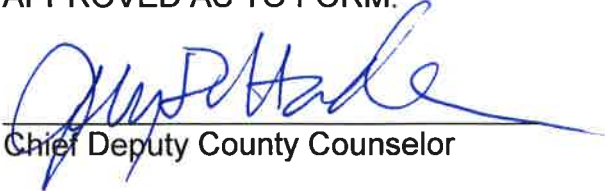
WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

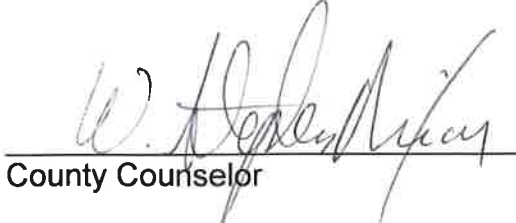
WHEREAS, the Director further recommends that he not take competitive bids for the Wibits Water Park for the reason that Rowdy Ribbits, LLC, is the only known provider of this type water-based entertainment center; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the award.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19690 of January 16, 2018, was duly passed on \_\_\_\_\_, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19690

Sponsor(s): Tony Miller

Date: January 16, 2018

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Usage Agreement with Rowdy Ribbits, LLC</u></p>										
<p>BUDGET INFORMATION  <i>To be completed          By Requesting          Department and          Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>0.00\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>0.00\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>0.00\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>0.00\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT  TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A          Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	0.00\$	Amount previously authorized this fiscal year:	0.00\$	Total amount authorized after this legislative action:	0.00\$	Amount budgeted for this item * (including transfers):	0.00\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	0.00\$										
Amount previously authorized this fiscal year:	0.00\$										
Total amount authorized after this legislative action:	0.00\$										
Amount budgeted for this item * (including transfers):	0.00\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Tina Spallo, Superintendent of Recreation 503-4872</p>										
REQUEST SUMMARY	<p>A RESOLUTION awarding a contract for the operation of a water sports entertainment park for use by the Parks + Rec Department to Rowdy Ribbits, LLC, of Savannah, MO, as a sole source purchase, for a concessions fee payable to the County.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS											
REVIEW	<p>Department Director: </p> <p>Date: 1-4-18</p>										

	Finance (Budget Approval): <i>If applicable</i> <i>N/A</i>	Date: <i>1/8/18</i>
	Division Manager:	Date:
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



Make your day.

## Jackson County Parks + Rec 2018 Longview Lake Beach Use Agreement

This Longview Lake Beach Use Agreement (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Jackson County Parks + Rec ("JCPR") and \_\_\_\_\_ Rowdy Ribbits, LLC and its Owner Brittani Hatley residing at 13661 County Road 355, Savannah, MO 64485 ("RR").

WHEREAS, JCPR is a recreation department organized to provide quality, cost-effective recreation programs and facilities that reflect the needs of Jackson County residents and that add value to the Greater Metropolitan Community;

WHEREAS, RR is a business who is interested in partnering with JCPR to provide a seasonal water based family entertainment center at the Longview Lake Beach; and

WHEREAS, RR desires to utilize the JCPR facilities for the purpose of offering a Wibits Water Sports Park, and JCPR is willing to allow such use, both subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and, in accordance with the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### I. Management Company Duties.

- A. **Water Sports Park.** A Wibits Water Sports Park is a series of rubber sealed air inflatables, topped off weekly or semi weekly as deemed necessary. The placement of each inflatable is determined by either depth of water or pattern of play. The inflatables are designed for individuals reaching a minimum height of 48 inches tall. The water play structure would be anchored at the south side of the beach area and protected by a buoyed rope system. See Attachment A and A-1 diagram. A secondary portion of the experience is the option to use Corcls and Paddlers in a lazy river type area surrounding the water structure.
- B. **anchors.** The water play structure will be anchored at the south side of the beach area as designated in Attachment B-1 and protected by a buoyed rope system. The anchoring system consists approximately of 40 tires filled with 1/3 yard of concrete each, rope, chain and hooks as designated in Attachment B-2 and B-3. Tire anchors may remain in the lake attached to identifying buoys for future use.

- C. **Standards of Conduct.** RR agrees that a Wibits Water Sports Park may be perceived as a JCPR facility and RR and his/her staff may be perceived as being part of the JCPR staff. Therefore, RR's owner(s) and staff agree to conduct themselves and administer the Wibits Water Sports Park, according to the highest standards. RR also agrees to ensure their staff shall act according to the same high standards.
- D. **Season Dates.** The Wibits Water Sports Park would be open Memorial Day through Labor Day during the same hours as Longview Beach: Sunday-Saturday 11:00 a.m. to 7:00 p.m. The Wibits Water Sports Park closures would coincide with Longview Beach closings based upon special events, inclement weather or water quality issues.
- E. **Equipment.** RR shall provide all equipment necessary to operate the Wibits Water Sports Park at no cost to JCPR. For example, but not limited to, inflatable water apparatus, anchoring system for the water apparatus, rental equipment, registration kiosk, perimeter buoys and rope, life-saving devices such as a ring buoy and line, shepherds hook or rescue tubes. Excluding the anchors, all equipment must be removed from the Longview Lake Beach no later than September 7, 2018. Neither the anchoring system nor the inflatables are permanent structures. All cleaning or spraying of the inflatables must occur on land. No chemicals of any kind are permitted to enter the water.
- F. **Signage.** RR shall provide all signage associated with the operation of the Wibits Water Sports Park at no cost to JCPR. Water safety requirements, emergency phone numbers, and USACE Title 36 Regulations must be posted on protected bulletin boards, located where swimmers may view them prior to entering the water.
- G. **Location of water sports park.** Longview Lake Beach, 11101 Raytown Road, Kansas City, MO 64134.
- H. **Insurance.** RR shall provide proof of Comprehensive General Liability Insurance indemnifying the United States and Jackson County, MO, and naming them as additional insureds with a minimum \$2 million per occurrence and a \$2 million general aggregate. Proof of Liability insurance shall be presented to Jackson County, Missouri no later than April 6, 2018. RR must also be insured for vandalism or damage to the water structure while anchored in the lake.
- I. **Patron Reservation Fees.** RR shall be responsible for all financial transactions related to the Wibits Water Sports Park. RR shall be wholly responsible for the collection and payment of any and all state and local sales and use taxes due from the sale of admission, memorabilia or rental of equipment at the site. RR shall sell tickets via the internet or on-sight at the Longview Beach. RR staff will be responsible for all equipment associated with financial transactions: ticket booth, computer, cash drawer, start up cash, credit card readers Wi-Fi connection, proof of purchase identifying wrist bands and any other equipment deemed necessary.
- J. **JCPR Approval of Outside Entity / Individual Involvement.** No later than (7) days prior to the commencement of a Wibits Special Event, RR shall notify the JCPR staff liaison of any proposed promotional happenings, contests, raffles, and/or other similar events at the time period offered. The operation of any of the aforementioned contests or competitions

and involvement with the event by any outside individual must be approved by JCPR and JCPR may, at its sole discretion, prohibit any such activity or involvement.

- K. **Staff Requirement.** RR is responsible for hiring, training, supervising and compensating all staff associated with the operation of the Wibits Water Sports Park. RR Staff must be on-site at least (30) minutes prior to the scheduled beach opening time each day and remain on site until the Longview Beach closes. If the required number of RR staff is not present upon opening of the beach the attraction will not open. If the attraction opens for the day and staffing falls below the required number, the attraction will be closed. RR, or its designee, such designee being at least twenty-one (21) years of age, must be on-site throughout the duration of the day. RR shall hire certified American Red Cross lifeguards to work the Wibits Water Sports Park. JCPR requires a minimum of 3 lifeguards be assigned to guard the Wibits Water Sports Park at all times. JCPR requires RR to position 2-4 staff members plus a daily manager on the beach to assist with the management of the water sports park, including but not limited to selling of tickets, signing of waivers, equipment rental, training of participants and the fitting of patrons with US Coast Guard approved lifejackets and identification wristbands.
- L. **Emergency Action Plan SOP.** RR and JCPR beach staff will utilize the same Emergency Action Plan SOP to insure the safety and security of all patrons visiting the Longview Beach. See attachment C-1 illustrating the procedure.
- M. **Patron Participation Requirements.** Participation in this attraction will require individuals to pay the established beach admission fee (\$6 per adult 16 and older, \$4 for kids 3-15), plus purchase a separate ticket to participate at the water sports park. Safety regulations would include each participant signing a waiver, wearing a wristband and being fitted with an appropriate sized US Coast Guard approved lifejacket. Participants may not enjoy the attraction without fulfilling these requirements.
- N. **Special Needs.** RR shall communicate any special needs to the JCPR staff liaison a minimum of (48) hour prior to the need.
- O. **Memorabilia.** Upon signing this agreement, RR shall inform the JCPR staff liaison whether or not he/she will sell Wibits Water Sports Park memorabilia.
- P. **Property.** RR assumes all responsibility and JCPR and the United States assumes no responsibility whatever for any property of RR, RR exhibitors or participants placed on said property and the County is released from any and all liability for loss, injury or damage to any property brought onto Park property throughout the season. Additional recreational equipment must be removed from the beach front at the conclusion of each day's business (for example, but not limited to lifejackets, Corcls and Paddlers). A Dry Storage enclosure is available at the Longview Lake Marina for overnight storage of property if RR wishes to utilize such storage. The fee for the Dry Storage space would be based upon the 2018 Schedule of Park User Fees and Charges.
- Q. **Property Damage.** RR will be responsible for repair of any damages to park property, caused through negligence by RR staff, volunteers and/or employees. At the conclusion of the season, RR will be responsible for restoring the property to its condition prior to the season. If the property is not restored within 30 days of season end, the County may retain



any and all vendors, suppliers and or contractors necessary to restore the property to its original condition. The cost of such restoration shall be at the sole cost of the RR.

- R. **Agreement Assignment.** RR shall not assign this Agreement, nor suffer any use of said Property other than specified in this agreement nor sublet the Property or any part thereof, without expressed written consent of the County.

## II. **JCPR Duties.**

- A. **Beach Front Headquarters.** JCPR shall provide an area designated on the Longview Beach as the Wibits Water Sports Park headquarters. This area shall serve as the official entry point into the Wibits Water Sports Park, along with adequate space to conduct daily business activities.
- B. **Additional Services/Items Provided by JCPR.** JCPR shall provide such services/items, including, but not limited to, a staff liaison, restrooms, trash barrels, and trash removal, refrigerated storage for staff use and a designated parking area for equipment storage trailer on the Longview Beach parking lot. JCPR shall not provide such services/items, including, but not limited to, paid advertising, equipment or equipment repair, lifeguards, site manager or registration staff.
- C. **Water Delineation and Safety.** JCPR will install a minimum of two depth markers delineating each 1-ft change in water depth in the designated swimming area. JCPR will install "Boats Keep Out" buoys not less than 100-ft beyond the delineated swim area.
- D. **Beach Set-Up.** JCPR staff will prepare the beach and restrooms daily for public use. This includes, but not limited to, cleaning of restrooms, removal of trash and debris from beach grounds and parking lot, removal of goose droppings from sand and sidewalks and weekly dragging of sand.
- E. **Beach Manager.** A JCPR Beach Manager is on site to help with enforcement of JCPR policies, lifeguard scheduling, daily beach preparation and managing the sale of admissions each day. No additional fees will be charged to the RR for the assignment of this individual.
- F. **Proceeds Retained by JCPR.** JCPR shall retain proceeds from all concession sales and 10% of gross revenue collected by RR through the sale of admission tickets, memorabilia and rentals from the Wibits Sports Park. RR shall retain 90% of the remaining percentage of gross revenue collected through the sale of admission tickets, memorabilia and rentals generated from the Wibits Water Sports Park. JCPR requires payment on a monthly basis beginning June 1, 2018. Payment must be accompanied by a gross revenue report outlining the previous month's activity and mailed to Jackson County Parks + Rec, 22807 Woods Chapel Road, Blue Springs, MO 64015. Attn: Tina Spallo, Superintendent of Recreation.

It is understood by RR that all water park participants are required to pay the beach admission fee (\$6 adults 16 and older, \$4 children 3-15 years of age). 100% of these fees will be retained by JCPR.

III. **Longview Beach Use Guidelines.**

- A. **Publication of Rules.** RR shall provide all signage related to the operation of the Wibits Water Sports Park. This would include, but not limited to, rules, pricing, hours and refund policy information. It is recommended that signage be printed in English and Spanish.
- B. **Behavior Rules.** RR agrees that the Wibits Water Sports Park rules contain provisions ensuring that the behavior of participants and spectators is appropriately controlled.
- C. **Maximum Number of Participants.** At no time will RR staff permit more than 100 individuals to be on the water apparatus at one time.
- D. **Food and Drink.** JCPR allows beach participants to carry in food and drink for consumption inside of the Longview Beach facility. No alcohol or glass containers are allowed. Special event days may be scheduled at the Longview Beach, where food trucks are invited to set up in the parking lot. Food Truck vendors would be required to pay a vendor fee to JCPR and must comply with the Jackson County Environmental Health Standards. All Food Truck revenue would be retained by the Food Truck vendors.

IV. **Additional Information About JCPR Facilities.** Full service restrooms, with shower and changing facilities are available for use by all paying participants.

V. **Term.** This agreement will commence upon its execution and expire September 7, 2018. If JCPR and RR mutually agree to continue partnering, RR will be given right of first refusal for corresponding beach season dates for the next year. RR must provide JCPR in writing its intent to continue offering the Wibits Water Sports Park at Longview Beach no later than October 31, 2018.

VI. **Indemnification.** RR agrees to indemnify and hold harmless Jackson County, Missouri and the United States, their elected officials, employees, agents and assigns from any personal injury or property damage incurred by RR, RR employees, agents and assigns, the participants at the water sports park, RR invitees and or any person(s) observing throughout the Longview Beach season.

VII. **Final Authority.** JCPR shall have the final decision in any and all matters, including decisions related to inclement weather.

VIII. **Termination of Agreement.** JCPR may terminate this agreement at any time based upon, but not limited to unsatisfactory level of service, staffing issues, non-payment of proceeds retained by JCPR and safety enforcement.

IX. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first set forth above.



COMMERCIAL  
RECREATION  
SPECIALISTS

Serious About Fun  
877-886-8442 | CRS@Rec.com

Revision	Date

Project Title:  
Sports Park M

Project Location:  
Location

Project Owner:  
Rep Name

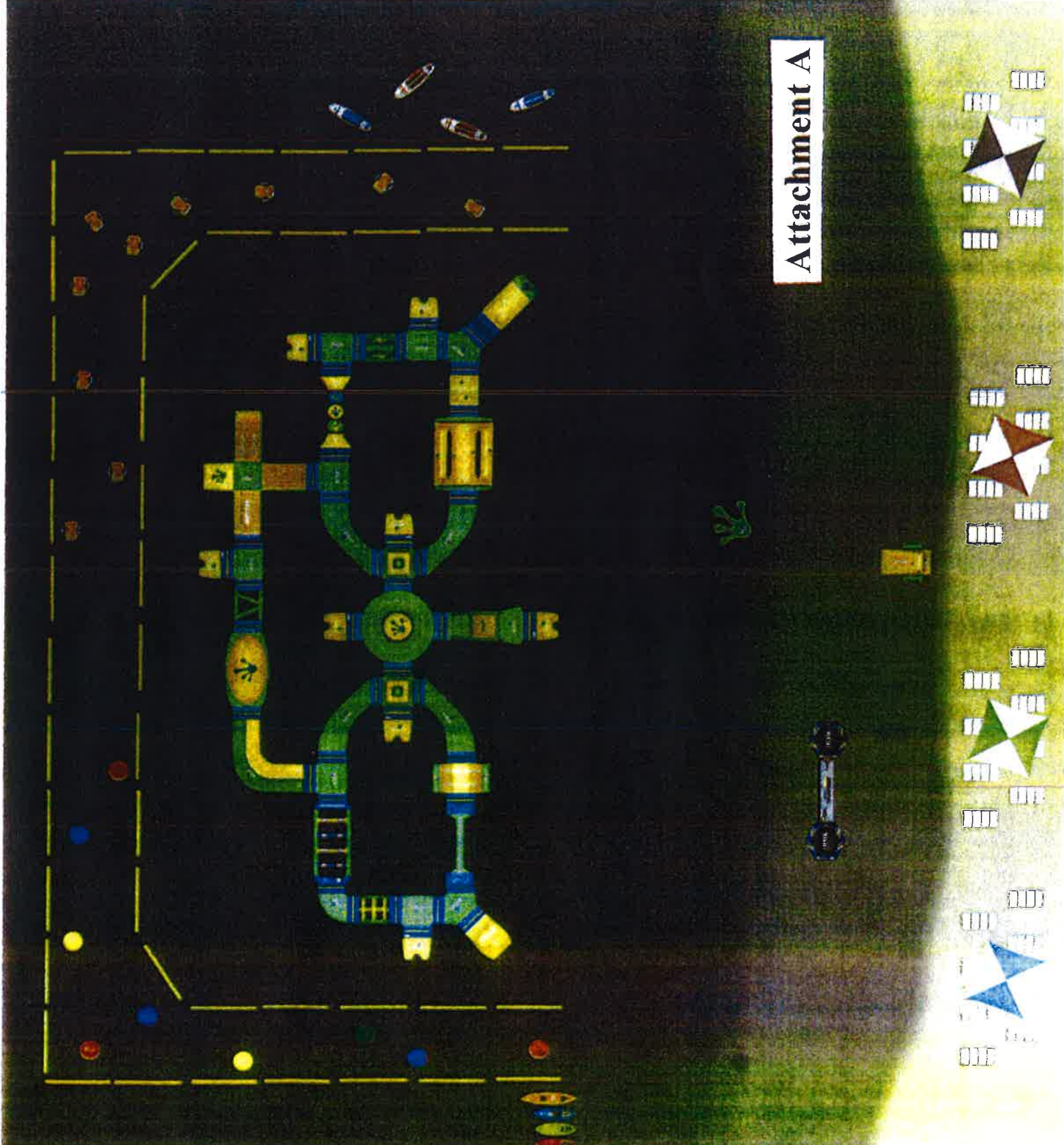
Date Issued: Date  
Issue Phase: Initial

Scale: 20' per 1"

Project Number: 1  
Rev Number: 1

Res. 19690

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Attachment A



COMMERCIAL RECREATION SPECIALISTS

**Serious  
about FUN!**

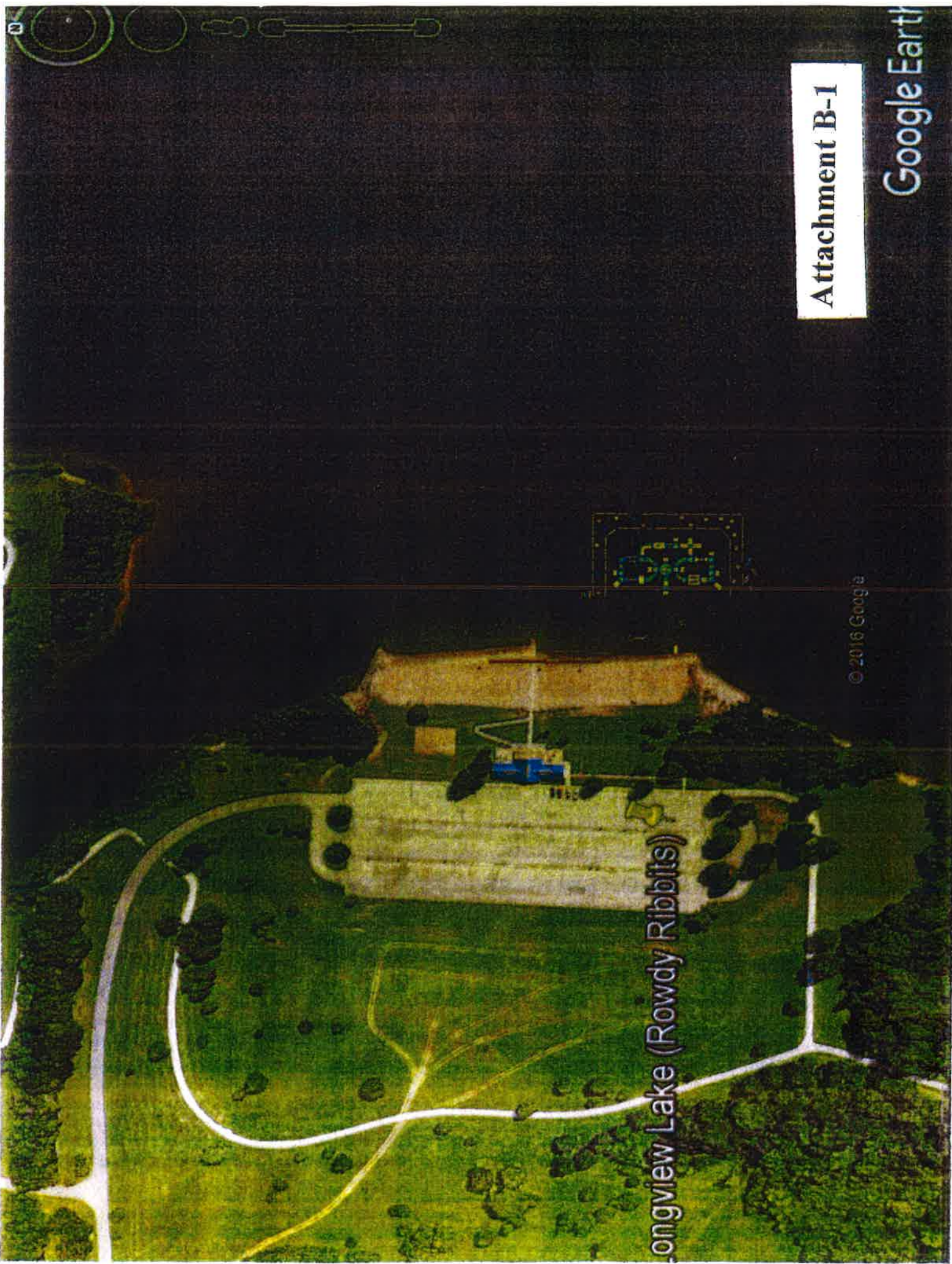
CRS4Rec.com



Attachment A-1

**Rowdy Ribbits**

**Longview Lake**



ongview Lake (Rowdy Ribbits)

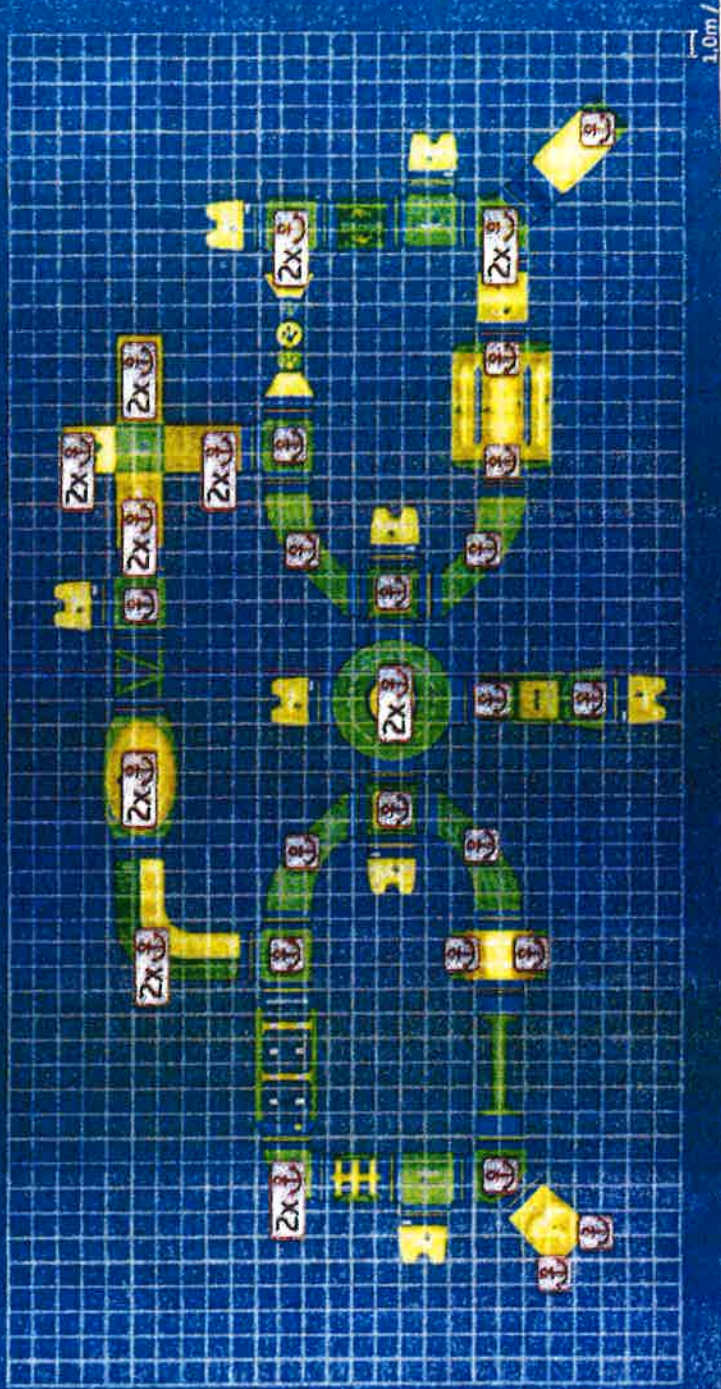
© 2016 Google

Attachment B-1

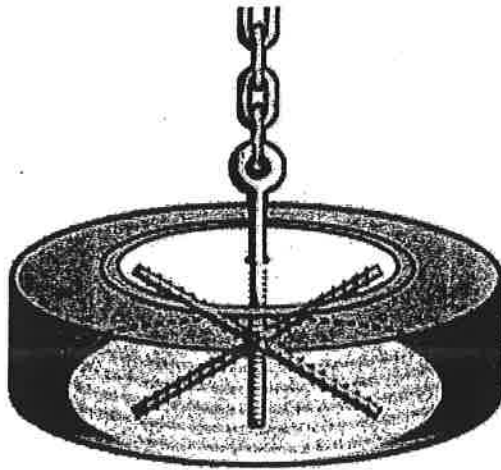
Google Earth

# Anchor plan - Sports Park M

Dimensions: 48 x 25 m / 157' x 82'



Attachment B-2



## Tire Anchor

Do you have an old tire lying around? Put it to use as an anchor! First get a piece of plastic or plywood and place it in the middle of the tire as its lying on its side (this prevents wet concrete from seeping out) Then mix a bag of concrete per the instructions and pour it into the tire opening. After the concrete starts to set (roughly 20-30 minutes later), add an anchor bolt and reinforce using rebar. One advantage of using a tire anchor is that it will settle into the lake bottom due to its shape.

**Longview Beach Emergency Action Plan**  
**Standard Operating Procedure**

Recognize that someone needs immediate help  
Lifeguard(s) on duty activates EAP (1 long whistle blast)  
Follow the applicable rescue procedure

**Water Emergency**

- Survey the scene and safely enter the water
- Determine if the victim is distressed, active, or passive
- Perform an appropriate rescue
- Move the victim to safety
- Remove the victim from the water

**Land Emergency**

- Survey the scene and approach the victim
- Provide emergency care if needed

For both water and land emergencies call 911 for life-threatening circumstances such as victim is unconscious, not breathing, has sustained a snake bite, has severe bleeding, broken bones, choking or heat related illness.

Additional Beach staff will:

- Call the Jackson County Park Rangers
- Call the Beach Supervisor Scott Hall
- Perform a secondary survey and assist as needed (first aid, CPR, etc.)
- The next guard/guards on duty will be on surveillance duty until the assist is completed, unless they are needed to assist the primary rescuer.
- Clear the water if necessary (if you don't have two back-up guards or back-up guards are on the stand for more than 45 minutes). Back up guards to resume duty after 15-minute break.
- Interview witnesses privately with the assistance of Park Rangers and complete accident report forms along with the beach manager on duty.
- Inventory equipment used during rescue. Report any damaged or missing items to beach manager for immediate replacement.
- Do not respond to any media requests. Direct them to Jackson County's Public Information Officer.